

REMARKS

Claims 1-9, 11-13, and 15-39 were pending as of the office action mailed May 15, 2007.

The office action was accompanied by a Requirement for Information under 37 CFR § 1.105.

Claims 1, 12, 23, 35, 37, 39 are being amended.

Reconsideration and reexamination are respectfully requested in light of the above amendments and the following remarks.

REQUIREMENT FOR INFORMATION

A Requirement for Information under 37 CFR § 1.105 accompanied the office action. The requirement for information required the applicant to provide either (1) a copy of a manual of the Dimensional Constraint Manager (DCM) that predates the filing date of the instant application by at least one year, or (2) a sworn affidavit explaining why the software sold more than 1 year prior to the filing date of the instant application would have been functionally unable to perform the claimed limitations.

As an initial matter, Applicant does not understand the information request. Applicant is unclear why it has an obligation to provide such information and suggest that such is beyond the obligations owed by an Applicant for Patent. Specifically, Applicant believes that the Examiner's second request for "an explanation why software sold more than one year prior to the filing date would have been functionally unable to perform the claimed limitations" is vague and unsupported under the regulations. Applicant respectfully asserts that whether prior art technology allegedly sold by Autodesk would have been functionally unable to perform limitations set forth in the claimed limitations is immaterial. Applicant is unaware of a "functional inability" test to patentability under the current rules. Applicant respectfully requests both further guidance for what the Examiner is seeking, and support in the regulations for Applicant's obligation to provide such information.

That said, Applicant has attempted to satisfy the Examiner's request as follows. After an inquiry, it has been determined that a copy of a manual of the DCM that predates the filing date

of the instant application by at least one year is not readily available to the Applicant. In response to the second request, an affidavit by the Applicant in reply to the Requirement for Information accompanies this response.

§ 102(B) REJECTION

The pending claims were rejected under 35 USC § 102(b) based on alleged public use or sale of the DCM and as allegedly anticipated by the February 3, 2001 version of the D-Cubed corporate website ("the D-Cubed reference"). The rejection is respectfully traversed.

A premise of the public use or sale rejection is that the claims read upon the DCM, i.e., the DCM anticipates the claims. The applicant presumes that the examiner has no first-hand experience with or inside knowledge of the DCM and thus the examiner must rely upon publicly available descriptions of the DCM to draw the conclusion that the DCM anticipates the claims. In this regard, the examiner is apparently relying on the D-Cubed reference. As will be addressed below, however, the D-Cubed reference does not anticipate the claims. Therefore, the examiner has failed to show that the DCM anticipates the claims, and thus the examiner has failed to show that a public use or sale has occurred.

Claim 1 recites, in part, "receiving an input for a pattern, the pattern comprising a plurality of features enclosed within a boundary of a CAD geometry piece where a feature corresponds to a feature of the CAD geometry piece; ... automatically maintaining continuous enclosure of the pattern within the boundary of the modified CAD geometry piece, including automatically modifying at least one of the pattern or the plurality of features to be continuously enclosed within the boundary of the modified CAD geometry piece, based at least upon the modified CAD geometry piece and the received input."

The examiner insists that the recited "boundary" is one of the "constraints" in the D-Cubed reference. As an initial matter, the examiner has yet to provide an adequate explanation for this interpretation. The examiner continues to provide only a conclusory "finding" that the recited "boundary" is one of the "constraints" taught by the D-Cubed reference.

The applicant submits that the recited “boundary” is not one of the “constraints” as used in the D-Cubed reference. First, the applicant submits that the term “constraint” should be interpreted in light of the D-Cubed manual. Both the D-Cubed reference and the D-Cubed manual are authored by D-Cubed, Ltd. The cited paragraph from the D-Cubed reference is merely a brief summary description of the DCM, while the D-Cubed manual includes a more in-depth description of the DCM. Thus, the D-Cubed manual provides a more informed indication of how the term “constraint” is used in the context of the DCM.

The D-Cubed manual discusses constraints in Section 4.2. There, the manual lists the possible constraints as parallelism, perpendicularity, concentricity, tangency, coincidence, normality, equal radius, midpoint constraints, equal distance, pattern constraints and dependence constraints. The D-Cubed manual does not disclose that these constraints are related to a boundary of a geometry piece or enclosure within a boundary of a geometry piece, nor does the D-Cubed manual disclose that a boundary of a geometry piece or enclosure within a boundary of a geometry piece is a “constraint.” Given this usage of “constraint” in the D-Cubed manual, the examiner’s “finding” that the “constraints” in the D-Cubed reference include the recited boundary is ill-founded.

For at least the reasons stated above, the D-Cubed reference does not anticipate the claims, and thus the examiner has failed to show that a public use or sale has occurred. These rejections should be withdrawn.

§ 102(A) REJECTION

The pending claims were rejected under 35 USC § 102(a) as allegedly anticipated by the D-Cubed manual. The rejection is respectfully traversed.

Claim 1. Claim 1 recites in part: “automatically maintaining continuous enclosure of the pattern within the boundary.”

The examiner cites Sections 4.2.11, 12.4, and 12.5 of the D-Cubed manual. These sections describe pattern constraints. However, these sections do not teach the above feature of maintaining continuous enclosure of the pattern within the boundary.

The examiner cites Section 2.5.6.2 and Section 2.4, 5.2-5.3 of the D-Cubed manual. Section 2.5.6.2 includes a figure that shows a straight fixed line, and shows a rectangle and a point on one side of the line. The examiner alleges that the fixed line corresponds to a boundary. However, the fixed line shown in the figure accompanying Section 2.5.6.2 does not form a boundary that encloses the rectangle or the point. Thus, the examiner has failed to show that the fixed line teaches the recited boundary.

Sections 2.4, 5.2-5.3 of the D-Cubed manual describe chirality. As described in the D-Cubed manual, chirality refers to the "handedness" of a solution, and determines the way that a geometry is positioned relative to the geometries to which it is dimensioned. The examiner alleges that preservation of chirality, as described in Sections 2.4, 5.2-5.3 of the D-Cubed manual, teaches maintaining features on one side of the fixed line, and thus teaches maintaining enclosure of a pattern within a boundary. As described above, a fixed line does not form a boundary enclosing the point.

Furthermore, maintaining chirality is not equivalent to maintaining enclosure of a pattern (and its features) within a boundary of a geometry piece after the geometry piece is modified. For example, Section 2.4 of the D-Cubed manual describes an example of two circles, one larger than the other, that are tangent to each other. In the accompanying figure, the circles are side-by-side, tangent to each other, and not with one inside of the other (i.e., one enclosed within the other). When the dimension is changed, as illustrated in the figure, the circles remain side-by-side, with no enclosure of one within the other, in order to maintain chirality. This example illustrates that maintaining chirality does not equal maintaining enclosure within the boundary. The D-Cubed manual is not understood to teach that there is a relationship between maintaining chirality and maintaining enclosure of a pattern and its features within a boundary. Thus, the D-Cubed manual does not anticipate claim 1.

For at least the reasons stated above, the rejection should be withdrawn.

Claims 2-9, 11, 34-35 depend from claim 1, and are in condition for allowance for at least the reasons stated above.

Claims 12-13, 15-22, 36-37 and claims 23-33, 38-39 were rejected under the same rationale as claims 1-9, 11, 34-35, and are thus in condition for allowance for at least the reasons stated above.

CONCLUSION

For the foregoing reasons, the applicant submits that the pending claims are in condition for allowance.

By responding in the foregoing remarks only to particular positions taken by the examiner, the applicant does not acquiesce with other positions that have not been explicitly addressed. In addition, the applicant's selecting some particular arguments for the patentability of a claim should not be understood as implying that no other reasons for the patentability of that claim exist. Finally, the applicant's decision to amend or cancel any claim should not be understood as implying that the applicant agrees with any positions taken by the examiner with respect to that claim or other claims.

The required fee in the amount of \$1050 for a petition for a three month extension of time is being submitted herewith on the Electronic Filing System (EFS) by way of Deposit Account authorization. Please apply any charges or credits to deposit account 06-1050.

Respectfully submitted,

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Andrew H. Leung
Andrew H. Leung
Reg. No. 55,374

Customer No. 26181
Fish & Richardson P.C.
Telephone: (650) 839-5070
Facsimile: (650) 839-5071